

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

SHERYL O. PHILLIPS,

Chapter 13

Case No.: 810-76397-reg

SECOND AMENDED
CHAPTER 13 PLAN

Debtor.

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1. The future earnings of the debtor are submitted to the supervision and control of the Trustee and the Debtor shall pay to the Trustee for a total period of **sixty (60)** months, the sum of **\$35,626.00**.

- ❖ **\$385.00** commencing **SEPTEMBER 2010** through and including **OCTOBER 2010** for a period of **TWO (2)** months; and
- ❖ **\$488.00** commencing **NOVEMBER 2010** through and including **DECEMBER 2010** for a period of **TWO (2)** months; and
- ❖ **\$605.00** commencing **JANUARY 2011** through and including **AUGUST 2015** for a period of **FIFTY-SIX (56)** months.

2. From the payments so received, the Trustee shall make disbursements, as follows:

(a) Full payment in deferred cash payments of all claims entitled to priority under 11 U.S.C. Section 507.

Attorney fees to Ronald D. Weiss P.C. of \$1,850.00 due under the Chapter 13 Plan.

Internal Revenue Service to be 100% of their priority claim in the sum of \$4,200.04 for tax arrears owed for 2008 over the life of the plan

(b) Holders of allowed secured claims shall retain the liens securing such claims and shall be paid as follows:

ALL POST-PETITION PAYMENTS, INCLUDING BUT NOT LIMITED TO, MORTGAGE PAYMENTS, VEHICLE PAYMENTS, REAL ESTATE TAXES AND INCOME TAXES, TO BE MADE OUTSIDE THE PLAN BY THE DEBTOR.

U.S. BANK HOME MORTGAGE (mortgage holder) to be paid pre-petition mortgage arrears in the sum of **\$21,272.570** over the life of the plan and to be paid post-petition mortgage payments outside the plan.

FORD MOTOR CREDIT (auto loan holder) to remain current with pre-petition payments and to be paid post-petition payments outside the plan.

(c) Subsequent and/or concurrently with distribution to secured creditors, dividends to **unsecured creditors** whose claims are duly allowed as follows:
DISTRUBITON to all timely filed proofs of claim of not less than 100% (percent).

3. All lease agreements are hereby assumed, unless specifically rejected as follows:

NONE

Title to the Debtor(s) property shall revert in the Debtor upon completion of the plan, unless otherwise provided in the Order confirming this plan. Throughout the term of this plan, the Debtor(s) will not incur post-petition debt over \$1,500.00 without written consent of the Chapter 13 Trustee of the Court.

Dated: November 11, 2010

/s/ Sheryl O. Phillips
Sheryl O. Phillips
Debtor

/s/ Jeffrey I. Stark
Jeffrey I. Stark, Esq.
Ronald D. Weiss, PC
Attorney for the Debtor